



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Don Knabe
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Michael D. Antonovich
Fifth District

June 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SPECIALTY MEDICAL AND TEMPORARY MEDICAL PERSONNEL SERVICES
AGREEMENTS WITH REGISTRY AGENCIES (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign renewal agreements for specialty medical and temporary medical personnel services, substantially similar to Exhibits I, II, and III, with Reliable Health Care Services and USC Radiology Associates, Inc. for the provision of as-needed or part-time personnel for medical specialty services at Department of Health Services (DHS) facilities, effective July 1, 2004 through June 30, 2009, with increased rates of payment for physician specialty medical radiology services and at current rates of payment for the other physician specialty medical and temporary medical personnel services, at an estimated annual net County cost of \$3,606,500.
2. Delegate authority to the Director of Health Services, or his designee, upon review and approval of County Counsel and the Chief Administrative Officer, to negotiate and execute form agreements substantially similar to Exhibits I, II, and III, as needed, with any additional qualified registry agencies for specialty medical and temporary medical personnel services that are willing to agree to the County's terms and conditions, and at rates of payment not to exceed those identified on Attachment B, and so notify the Board of Supervisors.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The existing agreements are slated to expire on June 30, 2004. Approval of the requested actions will continue the provision of specialty medical and temporary medical personnel services for patients at DHS facilities.

Board approval of the three agreements with Reliable Health Care Services (RHCS) and USC Radiology Associates, Inc. (USC) will provide DHS facilities with a method of ensuring the continued provision of critically needed specialty medical and temporary medical personnel services to patients at DHS facilities.

Current County policy and procedures require the timely submission of agreements for Board approval. However, these agreements were not scheduled on the Board agenda three weeks prior to their execution dates because funding amounts and rates of payment for the renewal agreements have only recently been finalized by DHS.

FISCAL IMPACT/FINANCING:

The estimated net County cost for Fiscal Year (FY) 2004-2005 is \$3,606,500. Funding is included in the FY 2004-2005 Proposed Budget, and will be requested as a continuing appropriation in future years.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

For a number of years, the County has contracted with approved registry agencies for the provision of as-needed and part-time specialty medical personnel (i.e. locum-tenens physician specialist services, radiology services, and specialty medical services provided by registered nurses and angiography/ catheter laboratory radiology technicians) to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities.

The Board initially approved agreements for radiology services on October 27, 1992. On June 17, 1997, the Board approved agreements with registry agencies for the provision of physician specialty and physician assistant angiography/catheter laboratory technician services for the period July 1, 1997 through December 31, 1999. On December 21, 1999, the Board approved three agreements with RHCS and USC for the period January 1, 2000 through June 30, 2000. On June 27, 2000 and June 19, 2001, the Board approved the renewal of three agreements with RHCS and USC for the provision of specialty medical and temporary medical personnel services to patients in DHS facilities for the periods of July 1, 2000 through June 30, 2001, and July 1, 2001 through June 30, 2004, respectively.

The recommended renewal agreements with RHCS and USC will become effective on July 1, 2004 and continue through June 30, 2009. New agreements with any additional qualified registry agencies will be effective upon execution.

The specific services to be provided will be in accordance with the needs of the DHS facilities and under the administrative direction of the DHS facility's medical director where temporary specialty medical services are provided.

Radiology Rates

County contract rates for the specialty medical services category of physician radiology services are significantly below the market rates charged by radiologists in non-County health facilities. Because this service is in demand and the County's rates are not competitive, it has been difficult, if not in some cases impossible, to secure these services through our agreements.

The Department is requesting rate increases paid to USC and RHCS for physician radiology services listed on Attachment B. The current rates of payment being paid to RHCS for the other physician specialty medical services, i.e., cardiology and oncology physician services, and temporary medical personnel services, i.e., registered nurses and radiology technicians providing angiography/catheter laboratory services, will continue.

The recommended renewal agreements include provisions requiring both RHCS and USC to comply with all County standard indemnification and insurance requirements. Provisions are also included in the agreements covering DHS' provision of appropriate information regarding the County's Risk Management Program to non-County employees providing services in County health facilities.

The renewal agreements also include the latest provisions mandated by the Board, as well as those recommended by County Counsel. Under the termination provisions of the agreements, either party may terminate the agreement with a 30-day advance written notice to the other party.

DHS has made a determination that the services are of a professional nature and are required on an part-time or intermittent basis. These contract services will continue to be utilized only for the most critical Departmental functions for which County employees and County re-employment list personnel are not available to provide the services. The Department will continue to canvass qualified employees on the County's Re-employment List to see if any would be interested in providing the as-needed or part-time services.

The form agreements have been reviewed by the Department of Human Resources, affected unions, Employee Relations, and participating Department facilities.

Attachments A and B provide additional information.

County Counsel has approved Exhibits I, II, and III as to use and form.

CONTRACTING PROCESS:

In January 1993 and March 1993, H. Claude Hudson Comprehensive Health Center and Martin Luther King, Jr./Drew Medical Center, respectively, initiated purchase order agreements for physician specialty services. Subsequently, the Purchasing Agent requested that DHS assume administrative responsibility for obtaining these services under County agreements (i.e., contract).

Form agreements for specialty medical and temporary medical personnel services will be offered on an as-needed basis, to any additional qualified registry agencies for specialty medical and temporary medical personnel services that are willing to agree to the County's terms and conditions, and at rates not to exceed those identified on Attachment B. Information regarding the potential contracting opportunity for qualified registry agencies for specialty medical and temporary medical personnel services will be posted on the DHS Contracts and Grants website.

The Honorable Board of Supervisors
June 3, 2004
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will ensure that as-needed specialty medical services for County patients will continue uninterrupted at County hospitals, comprehensive health centers, and health centers.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pps

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3401.PPS
05/06/04

SUMMARY OF AGREEMENTS1. TYPE OF SERVICE:

The recommended agreements provide for as-needed or part-time medical specialty and temporary medical personnel services in DHS hospitals, comprehensive health centers, and health centers.

2. AGENCY INFORMATION:

Agency Name, Address, Contact Person
and Telephone Number:

Contract Number:

Service:

Reliable Health Care Services
5705 South Sepulveda Blvd.
Culver City, California 90230
Attention: William A. Benbassat, President
Telephone: (310) 397-2229

H-212719

Temporary Specialty
Medical Personnel

H-212720

Locum Tenens

USC Radiology Associates, Inc.
1000 South Fremont Avenue
Building 7, Room 7303
Alhambra, California 91803
Attention: Sherry Smiles, Administrator
Telephone: (626) 457-5830

H-212721

Radiology Services

3. TERM:

The renewal agreements will become effective July 1, 2004 through June 30, 2009.

4. FINANCIAL INFORMATION:

The estimated net County cost for Fiscal Year (FY) 2004-2005 is \$3,606,500. Funding is included in the FY 2004-2009 Proposed County Budget. Rates will not exceed those found in Attachment B.

Facility	Reliable Health Care (Temp. Spec.)	Reliable Health Care (Locum Tenens)	USC Radiology
Harbor/UCLA MC	\$ ---	\$ 100,000	\$100,000
High Desert HS	\$ 1,000	\$ 1,000	\$ 1,000
King/Drew MC	\$1,408,800	\$ 939,200	\$ ---
Juvenile Court HS	\$ ---	\$ ---	\$ 30,000
LAC+USC MC	\$ ---	\$ ---	\$705,000
Long Beach CHC	\$ ---	\$ 209,000	\$ ---
Olive View-UCLA MC	\$ 5,000	\$ 5,000	\$ 5,000
Rancho Los Amigos NRC	\$ ---	\$ ---	\$ 96,500
TOTAL	\$1,414,800	\$1,254,200	\$937,500

5. GEOGRAPHIC AREA:

Countywide

6. ACCOUNTABILITY FOR MONITORING:

The administrators and medical directors at the DHS facilities where services are provided will continue to monitor the contractor's performance.

7. APPROVALS:

Operations:	Fred Leaf, Chief Operating Officer
Contract Administration:	Irene E. Riley, Director
County Counsel (approval as to form)	Sharon A. Reichman, Senior Deputy

SPECIALTY MEDICAL SERVICES AND
TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENTS

MAXIMUM RATES BY AGREEMENT

USC Radiology Associates, Inc.
(Specialty Medical Services - Radiology Services)

H-212721

- General diagnostic radiology
(radiographic-fluorographic, mammography,
ultrasound, computed axial tomography, and
nuclear medicine studies) \$1,800 per 8-hour shift; or
\$ 225 per hour
- Magnetic resonance imaging; interventional
radiology and pediatric radiology studies \$2,000 per 8-hour shift; or
\$ 250 per hour

Reliable Health Care Services
(Specialty Medical Services - Locum Tenens Services):

H-212720

- Licensed physicians specializing in
radiology services \$1,800 per 8-hour shift; or
\$ 225 per hour
- Licensed physicians specializing in
cardiology and oncology services \$1,200 per day; or
\$ 125 per hour; or
\$ 200 per procedure
(whichever rate is lowest, as
determined by Administrator
and Contractor)

Reliable Health Care Services
(Medical Personnel Services - Medical Support Personnel):

H-212719

- Registered Nurse (Physician Assistant) \$ 75 per hour
- Angiography/Catheter Lab Radiology Technician \$ 75 per hour
(2 hours minimum)

Diagnostic Procedures (maximum per case):

-OR-

- Cardiac Catherization \$ 130 for first 2 hours
\$ 65 per hour thereafter
- Cardiac Catherization (Bilateral) \$ 150 for first 2 hours
\$ 65 per hour thereafter
- Angiogram \$ 130 for first 3 hours
\$ 65 per hour thereafter
- Cerebral Angiogram and
Interventional Procedures \$ 240 for first 3 hours
\$ 65 per hour thereafter
- Percutaneous Trans Coronary Angioplasty
(PTCA) Procedures \$ 305 for first 3 hours
\$ 65 per hour thereafter
- Other Procedures Not Listed \$ 305 for first 3 hours
\$ 65 per hour thereafter
(whichever rate is lowest, as
determined by Administrator
and Contractor)

NOTE: Mealtimes and break periods are not covered for purposes of determining time compensable under this rate schedule.

Contract No. _____

MEDICAL PERSONNEL SERVICES AGREEMENT
(Medical Support Personnel)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, comprehensive health centers and health centers (collectively hereafter "Medical Facility" or "Medical Facilities", as appropriate); and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and sections 26227 and 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for the needs of the sick or injured patients to be served; and

WHEREAS, County has determined that existing staff of Medical Facilities do not have sufficient staffing to provide the needed services, and that the services to be provided hereunder are of an as-needed or intermittent nature; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing as-needed medical personnel to Medical Facilities, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Sections 26227 and 31000 of the California Government Code, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2009. Except as otherwise set forth below, this Agreement may be terminated at any time by either party for any reason, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request, with the personnel and services described in Exhibit "A", attached hereto and incorporated herein by reference.

3. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B", attached hereto and incorporated herein by reference.

4. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services for the provision to County thereof. County promises, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County during the term of this Agreement with the services described in Exhibit "A", as County may require of Contractor from time to time.

5. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

6. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

7. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Service Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employer's Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

9. ADDITIONAL PROVISIONS: Attached hereto, and incorporated herein by reference, is an attachment labeled "ADDITIONAL PROVISIONS". The conditions and terms contained therein are part of this Agreement.

10. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are

required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other.

A. Notices to County shall be addressed as follows:

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Director, Contract Administration

pps:03/09/04
AGRECD3248.PPS

EXHIBIT A

DESCRIPTION OF SERVICES
(Medical Support Personnel)

1. SERVICES TO BE PROVIDED: Upon request of Medical Facility's Administrator, Contractor shall provide Medical Facility with the as-needed personnel listed in Paragraph 4 below. Contractor agrees to provide, upon advance notice, such services on a seven days per week, twenty-four hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B".

As-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by Medical Facility's Administrator.

2. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of as-needed medical personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment:

(1) Following execution of this Agreement, Medical Facility shall provide Contractor with detailed specifications regarding the specialty(ies) required, the number of personnel required, and any other conditions.

(2) Contractor shall screen all personnel prior to referring such personnel to County Facilities to assure that such personnel meet the professional qualifications and experience requirements requested by Medical Facility. Contractor shall also query the National Data Bank on each personnel candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that personnel.

(3) Contractor shall verify, prior to referring its personnel to any Medical Facility, that all such persons have a current California license, and any other licenses and/or certifications required by law, as appropriate. Documentation that Contractor has verified the current status of, or a photocopy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and

shall be made available to a County Medical Facility Administrator upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(4) Contractor shall provide Medical Facility, upon first referring its personnel for services hereunder,

with a copy of all current licenses, credentials, and certifications, as appropriate, for each such person.

(5) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state personnel.

C. Annual Staff Development: Contractor personnel providing services hereunder shall have attended annual staff development in the following areas: blood borne pathogens precautions, infection control, patient safety (fire, electrical, disaster), toxic substances, patients' rights (including medical information confidentiality), and child/elder abuse.

Documentation that Contractor's employees have attended such staff development program(s) shall be retained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

Contractor personnel not having completed any of the above staff development programs may attend, without charge to Contractor, such programs at any Medical Facility, if such programs are offered by the Medical Facility.

In any event, the time Contractor's personnel spend attending required staff development programs shall not be billed to County by Contractor.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Medical Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, Medical Facility's Administrator shall report such occurrences to Contractor in the manner permitted by California law.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs patient care services under this Agreement is examined by a California licensed physician on an annual basis, as required by the JCAHO and Title 22, California Code of Regulations, section 70723, and shall provide Director or Administrator, upon request, with evidence that each such person is free of infectious

disease(s) and has received a chest X-ray or annual TB skin test, or both, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to Director or Administration upon request.

Contractor personnel not having completed any of the above tests may choose, at Contractor's or their costs, to obtain such tests at a Medical Facility, if such tests are offered by Medical Facility. In such event, the time Contractor's personnel spend obtaining such required tests shall not be billed to County.

F. County Facility Orientation: In-house orientation of all Contractor referred personnel may be required by any County Facility. Orientation time at any given Medical Facility [up to a maximum of eight (8) hours] shall be at

Contractor's expense and shall not be chargeable or billed to County.

G. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's personnel assigned to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. PERSONNEL: Upon the written request of Medical Facility's Administrator, Contractor shall provide Medical Facility with the as-needed personnel listed below. All such Contractor-referred personnel providing services hereunder shall meet the minimum requirements (education/training, licensure/certification, and experience) established by County for each such discipline, as set forth in County's Class Specifications. In addition, all Contractor-referred personnel shall meet the professional requirements described in Paragraph 5.A. below, where appropriate. Medical Facility shall provide Contractor with a copy of County's Class Specifications for each discipline listed, upon request.

4. AS-NEEDED PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Contractor Personnel Available: Contractor provides the following practitioners (licensed and certified

Registered Nurses ["R.N.s"] and Radiology Technologists ["RTs"]) for as-needed services assignments hereunder:

1. Physician Assistant (R.N.)
2. Angio/Cath Technician/Nurse (R.N.)
3. Cardiac Catherization (R.N.)
4. Bilateral Cardiac Catherization (R.N.)
5. Angiogram (R.N.)
6. Cerebral Angiogram and Interventional Procedures (R.N.)
7. Percutaneous Trans Coronary Angioplasty (PTCA) Procedures (RT)
8. Other procedures not listed (R.N. and/or RT)

B. Licenses, Registrations and Certificates:

Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration, or certificate, as appropriate, and must carry their current, original State license, registration, or certificate (not a copy) at all times. Contractor shall verify that all personnel, including independent contractors, referred by Contractor hereunder, have a valid and current license, registration, or certificate and any other licenses, registrations and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses, registrations and/or

certificates shall be made available to County upon request for purposes of inspection and audit.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within that time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Each Medical Facility's Administrator shall verify the current status of all licenses, registrations, and certificates of all as-needed personnel referred by Contractor.

Medical Facility's Administrator may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event a Medical Facility inadvertently utilizes a person who lacks the appropriate licenses, registrations, and certificates, Medical Facility shall not be charged nor shall it pay for any time worked by that individual.

C. Acute Care Facility Experience: All Contractor-referred personnel performing services at acute care Medical Facilities hereunder shall have a minimum of one (1) year experience in an acute care facility within thirty-six [36] months of their referral hereunder. At Administrator's sole option and only with Administrator's prior written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience. Written approval hereunder shall be in the form of a letter to Contractor from listing Administrator listing the name(s) of the person(s) referred by Contractor and shall clearly state Medical Facility's acceptance of said person(s) for work at Medical Facility.

D. Cardio-Pulmonary Resuscitation Certification: All Contractor-referred personnel providing patient care services on behalf of Contractor hereunder must have current certification in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

Contractor shall maintain in its files a copy of a current CPR card for each person providing services under this Agreement.

E. Joint Commission on the Accreditation of Healthcare Organization ("JCAHO") Standards: Contractor-referred personnel shall meet all JCAHO requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

5. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at Medical Facilities and that a Medical Facility can not restrict access by Contractor-referred personnel to such information.

In the event personnel referred by Contractor hereunder expresses interest in County employment and Medical Facility desires to recruit such individual, Medical Facility's Administrator shall give reasonable notice of such fact to Contractor.

6. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when requested to do so by Medical Facility.

B. While at Medical Facility, Contractor's personnel shall report to Medical Facility's Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such evaluation shall be maintained by Contractor and shall be made available to Medical Facility's Administrator upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from a Medical Facility premises upon receipt of oral or written notice from Medical Facility's Administrator that the actions of such person may adversely affect the delivery of health care services.

In such cases, Contractor shall bill Medical Facility for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. A Medical Facility's Administrator may refuse any individual whom any Medical Facility has previously requested to be removed from the provision of services.

F. Contractor's management shall be available by phone and to meet with Medical Facility staff within a reasonable time after notification by such Medical Facility's Administrator.

G. Contractor's personnel who agree to perform services at a Medical Facility, understand that while case requirements may be difficult, a workload shall not be in excess of the usual workload of that performed by a similarly credentialed or licensed Medical Facility employee.

H. Contractor's personnel shall sign in and out on daily time sheets, consistent with the policy of the Medical Facility. A copy of the daily time sheets shall be sent (or faxed) by Medical Facility's Administrator to Contractor weekly.

I. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while working at a Medical Facility. In the event one of Contractor's personnel receives a needle stick, such person may seek medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control

guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee or affiliate contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to a Medical Facility's Administrator upon request for purposes of inspection and audit.

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES
(Medical Support Personnel)

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Expenditure Management Division, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions listed below shall apply.

A. Overtime: For Contractor-referred personnel assigned on a per diem basis, overtime is defined as those hours worked in excess of eight (8) hours per day or twelve (12) hours per day, depending on the shift scheduled by Medical Facility's Administrator.

For Contractor-referred personnel assigned on a weekly basis, overtime is defined as those hours worked in excess of forty (40) hours per week.

Overtime shall be billed by Contractor at one and one-half (1.5) times the hourly rate.

B. Holidays: Only the County holidays listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day

Thanksgiving Day

Christmas Day

Mealtimes and break times shall not be considered in determining whether the eight or twelve hours per day limit has been exceeded.

2. GENERAL CONDITIONS: Medical Facility may change or cancel any request for Contractor's assignment of personnel without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice.

For services requested on an hourly basis, if Medical Facility's Administrator changes or cancels an order with less than two (2) hours prior notice, Medical Facility shall pay Contractor an amount equivalent to two (2) hours of service.

For services requested on an hourly basis, if Medical Facility's Administrator requests personnel after a shift has

commenced and the individual arrives within two (2) hours of the time Medical Facility placed the request with Contractor, then Medical Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then Medical Facility shall be liable only for the actual hours worked.

3. RATES: Contractor's rates for the services provided under this Agreement shall be as follows:

<u>Services</u>	<u>Hourly Rate*</u>
Physician Assistant (R.N.)	\$75 per hour
Angio/Cath Technician/Nurse (R.N.)	\$75 per hour (Minimum of 2 hours billable time required)
OR	

<u>Services</u>	<u>Hourly* Procedure Rate</u>
Cardiac Catherization (R.N.)	\$130 for first 2 hours \$ 65 per hour thereafter
Bilateral Cardiac Catherization (R.N.)	\$150 for first 2 hours \$ 65 per hour thereafter
Angiogram (R.N.)	\$130 for first 2 hours \$ 65 per hour thereafter
Cerebral Angiogram and Interventional Procedures (R.N.)	\$240 for first 3 hours \$ 65 per hour thereafter
PTCA Procedures (RT)	\$305 for first 3 hours \$ 65 per hour thereafter
Other Procedures within assigned personnel's scope of practice that are not listed (R.N.s or RTs)	\$305 for first 3 hours \$ 65 per hour thereafter

* If services are paid on an hourly basis, payment for any period less than an hour shall be prorated.

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	Administration and Monitoring	1
2.	Records and Audits	1
3.	Confidentiality	6
4.	Nondiscrimination in Services	6
5.	Nondiscrimination in Employment	7
6.	Staff Performance While Under the Influence	9
7.	Contractor Performance During Disaster or Civil Unrest	10
8.	Rules and Regulations	10
9.	Licenses, Permits, Registrations, and Certificates	11
10.	Unlawful Solicitation	11
11.	Conflict of Interest	12
12.	Covenant Against Contingent Fees	13
13.	Fair Labor Standards	14
14.	Employment Eligibility Verification	14
15.	Restrictions on Lobbying	15
16.	County Lobbyists	15
17.	Merger Provision	16
18.	Severability	16
19.	Notice to Employees Regarding the Federal Earned Income Credit	16

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
20.	Contractor's Willingness to Consider County's Employees for Employment	17
21.	Consideration of County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment	17
22.	County's Quality Assurance Plan	18
23.	Prohibition Against Assignment and Delegation	18
24.	Service Delivery Site - Maintenance Standards	20
25.	Termination for Improper Consideration	20
26.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	21
27.	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	22
28.	Contractor's Acknowledgment of County's Commitment to Support Child Support Enforcement	22
29.	Contractor's Exclusion from Participation in a Federally Funded Program	23
30.	Interpretation	24
31.	Prohibition Against the Recruitment of County Employees	24
32.	Contractor Responsibility and Debarment	24
33.	Compliance with Health Insurance Portability And Accountability Act of 1996	26
34.	Compliance with Jury Service Program	28

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
35.	Safely Surrendered Baby Law	31
36.	Use of Recycled-Content Paper	32

ADDITIONAL PROVISIONS

MEDICAL PERSONNEL SERVICES AGREEMENT

1. ADMINISTRATION AND MONITORING:

A. The Director of DHS is authorized to administer this Agreement on behalf of County.

B. Contractor extends to Director, Administrator, and to authorized representatives of the State and the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), upon demand to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

2. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain adequate financial records in accordance with generally accepted accounting principles. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its

documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period, there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid

during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at

County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

3. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, physician affiliates, agents, and independent contractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and independent contractors from and against any and all loss, damages, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, physician affiliates, agents, or independent contractors.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or

physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of,

race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United

States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that

Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of suspending or terminating this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph F above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph F above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to ensure that violations will be grouped together whenever possible for purposes of investigation.

6. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations, and certificates required by law for the operation of its

business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations, and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physician affiliates and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations, and certifications shall be made available to County upon request.

7. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, physician affiliates, agents, and independent contractors are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility heretofore provided by Administrator to Contractor. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel, including physician affiliates, from the provision of services hereunder upon receipt

of oral or written notice from Director, that (i) such person(s) has (have) violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

8. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician affiliates shall continue to provide services at Medical Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physician affiliates, employees, agents, and independent contractors providing services hereunder of the provision of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physician affiliates, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, it will refer the patient to the attorney referral service of those bar associations within the Los Angeles County that have such a service.

11. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the County award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, physician affiliate, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or the ongoing administration or evaluation of such services, or in any way under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing administration or evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

12. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor and its physician affiliates shall comply with all Federal, State and local laws, ordinances, rules, regulations, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, physician affiliates, or agents of such Federal, State or local laws, ordinances, rules, regulations, or directives.

14. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act,

and shall indemnify, defend, and hold harmless County, its officers, employees, physician affiliates, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees and/or physician affiliates, for which County may be found jointly or solely liable.

15. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physician affiliates performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such employees and physician affiliates performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees and physician affiliates for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged

violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

16. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

17. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No

addition to or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, employees, physician affiliates, or agents shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

19. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

21. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or

former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

22. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

23. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

24. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Except as may be needed to affiliate medical personnel required under this Agreement, Contractor shall not delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County. Nor shall Contractor assign its rights hereunder, in whole or in part, without such County consent. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any

claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this

Agreement, including, but not limited to, any right to terminate this Agreement.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

26. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against

Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

27. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)

and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

29. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted:

Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

30. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its physician affiliates or staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

31. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

32. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physician affiliates, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physician affiliates, or independent contractors are at a County Medical Facility.

Any such attempt hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physician affiliates, or independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this

or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engage in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor.

34. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

35. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy

that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: a) the lesser number is a recognized industry standard as determined by County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that

Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

36. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's sub-contractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

37. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

pps:03/09/04
AGRECD3249.PPS

Contract No. _____

SPECIALTY MEDICAL SERVICES AGREEMENT
(Locum Tenens Services)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers (all hereafter "Medical Facility" or "Medical Facilities", as appropriate); and

WHEREAS, a large number of specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are of a professional nature, and that such services are needed on a part-time or intermittent basis; and

WHEREAS, Contractor is an agent and billing service for physician specialists (hereafter "physician affiliates") and able to arrange for physician coverage at Medical Facilities by its physician affiliates, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's physician affiliates are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2009. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its physician affiliates, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its physician affiliates, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's physician affiliates, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. ADMINISTRATION: The Director of County's Department of Health Services, or his or her authorized designee (hereafter collectively "Director"), shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under

this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations: (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement; and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator", as used in this Agreement, means Director's Medical Facility Administrator (for the facility where Contractor is to provide services) or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") the right at all reasonable times to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal

business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B", attached hereto and incorporated herein by reference.

Each County Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred physician affiliate(s) (collectively hereafter "Contractor"). Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter

into, contracts with other providers of said services for the provision to County thereof. County promises, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County during the term of this Agreement with the services in Exhibit "A", as County may require of Contractor from time to time.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided physician affiliates. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and physician affiliates all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's physician affiliates, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said physician affiliate pursuant to this Agreement.

D. Contractor shall inform all of its physician affiliates who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may

immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property,

monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employer's Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million

aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

11. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other.

A. Notices to County shall be addressed as follows:

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

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B. Notices to Contractor shall be addressed as follows:

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Director, Contract Administration

pps:03/09/04
AGRECD3249.PPS

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its physician affiliates, each of whom is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred physician affiliate who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's physician affiliates must qualify to provide services there under that Facility's credentialing process.)

Contractor shall assure that the physician affiliates who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical

Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

2. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of Locum Tenens services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional

qualifications requested by Medical Facility.

Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.

C. Term of Physician Affiliate's Assignment:

Contractor's physician affiliate(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor physician affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

D. Infection Control: If any of Contractor's physician affiliates is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such

person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the physician affiliate is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor physician affiliate during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examinations/Immunizations: Contractor shall ensure that each physician affiliate who performs patient care services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform annual physical examinations, on an annual or biannual basis, as required by the JCAHO and section 70723, Title 22, California Code of Regulations and shall provide Administrator at all reasonable time, upon request, with evidence that each such person is free of

infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such physician affiliate is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

A Contractor's physician affiliate not having completed one or more of the above tests may choose to obtain such tests at Medical Facility, at Contractor or the physician's expense, if such tests are offered by Medical Facility. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

F. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's physician affiliates referred to County Facilities hereunder must read

and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. PHYSICIAN AFFILIATE'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physician affiliates providing services at County Facilities must be appropriately licensed by the State of California and shall carry their current State license (not a copy) at all times. Contractor shall verify that each physician affiliate providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All physician affiliates providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such physician affiliate is first assigned to said County Facility.

All physician affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA")

bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each physician affiliate's license, medical clearance(s), credentials, and certifications, as appropriate, when such physician affiliate is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any physician affiliate who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a physician affiliate who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that physician affiliate.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

B. Bloodborne Pathogens Training: All physician affiliates providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens

Programmed Instruction packet prior to providing services under this Agreement.

C. Cardio-Pulmonary Resuscitation Certification: All physician affiliates providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

D. Joint Commission on the Accreditation of Healthcare Organization Standards: All physician affiliates providing services hereunder shall be in conformance with the continuing education requirements established by the JCAHO.

4. PERSONNEL:

A. Medical Facility's Administrator may discipline or terminate any physician affiliate, for any appropriate reason, in its sole discretion, during the period of such physician affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility.

Contractor may discipline or terminate any physician affiliate, without cause, in its sole discretion, during the period of physician affiliate's assignment to Medical

Facility. County agrees to accept and abide by any decision of Contractor.

In termination cases, Contractor may bill Medical Facility for the actual hours worked by said individual prior to his/her removal.

B. Director shall advise Contractor of verbal or written disciplinary or termination action regarding physician affiliate(s) within a reasonable period of time after issuance. The intent of the parties is to communicate in good faith regarding problems involving Contractor-referred physician affiliates.

C. Any Medical Facility may refuse assignment of a physician affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.

D. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's physician affiliates who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's physician affiliates receives a needle stick, such physician affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for physician affiliates exposed to HIV positive patients must be in

accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual physician affiliate.

5. STANDARDS OF CARE:

A. All services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred physician affiliates have professional staff association membership.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby

established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's physician affiliate shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, name of the physician affiliate who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. HOURLY RATES: County shall compensate Contractor for each physician affiliate providing services hereunder in accordance with the schedule of rate(s) listed below.

Contractor agrees that should any physician affiliate perform services not requested and specified in Exhibit "A", such services shall be deemed to be a gratuitous effort on the part of

Contractor and the physician affiliate, and neither party shall have any claim against County for such services.

<u>Services</u>	<u>Rates*</u>
Physician Specialist (Licensed physicians specializing in cardiology and oncology)	\$1,200 per eight-hour day** or \$ 125 per hour** or \$ 200 per procedure*** (whichever rate is lowest, as determined by Administrator and Contractor)
Physician Specialist (Licensed physicians specializing in radiology)	\$1,800 per eight-hour day** or \$ 225 per hour**

* If services are paid on an hourly basis, payment for any period less than an hour shall be prorated.

** Mealtime and break periods are not covered for purposes of determining time compensable under this rate schedule.

*** Procedures are administered by licensed physicians who specialize in cardiology and oncology.

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	Administration and Monitoring	1
2.	Records and Audits	1
3.	Confidentiality	6
4.	Nondiscrimination in Services	6
5.	Nondiscrimination in Employment	7
6.	Licenses, Permits, Registrations, and Certificates	10
7.	Rules and Regulations	11
8.	Staff Performance While Under the Influence	12
9.	Contractor Performance During Civil Unrest or Disaster	12
10.	Unlawful Solicitation	13
11.	Conflict of Interest	13
12.	Covenant Against Contingent Fees	14
13.	Compliance with Applicable Law	15
14.	Fair Labor Standards	15
15.	Employment Eligibility Verification	16
16.	Restrictions on Lobbying	17
17.	County Lobbyists	17
18.	Merger Provision	17
19.	Severability	18

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
20.	Notice to Employees Regarding the Federal Earned Income Credit	18
21.	Contractor's Willingness to Consider County's Employees for Employment	18
22.	Consideration of County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment	19
23.	County's Quality Assurance Plan	19
24.	Prohibition Against Assignment and Delegation	20
25.	Service Delivery Site - Maintenance Standards	22
26.	Termination for Improper Consideration	22
27.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	23
28.	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	24
29.	Contractor's Acknowledgment of County's Commitment to Support Child Support Enforcement	24
30.	Contractor's Exclusion from Participation in a Federally Funded Program	25
31.	Interpretation	26
32.	Prohibition Against the Recruitment of County Employees	26
33.	Contractor Responsibility and Debarment	26

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
34.	Compliance with Health Insurance Portability And Accountability Act of 1996	29
35.	Compliance with Jury Service Program	30
36.	Safely Surrendered Baby Law	33
37.	Use of Recycled-Content Paper	34

ADDITIONAL PROVISIONS

SPECIALTY MEDICAL SERVICES AGREEMENT
(Locum Tenens Services)

1. ADMINISTRATION AND MONITORING: Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations: (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement; and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

2. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by its physician affiliates. All such records shall include

supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours upon request to representatives of County's Auditor-Controller or Director, or both, for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if

Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

C. Audit Report(s): In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these

documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period, there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid

during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at

County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

3. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, physician affiliates, agents, and independent contractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and independent contractors from and against any and all loss, damages, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, physician affiliates, agents, or independent contractors.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or

physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of,

race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United

States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that

Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of suspending or terminating this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph F above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph F above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to ensure that violations will be grouped together whenever possible for purposes of investigation.

6. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations, and certificates required by law for the operation of its

business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations, and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physician affiliates and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations, and certifications shall be made available to County upon request.

7. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, physician affiliates, agents, and independent contractors are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility heretofore provided by Administrator to Contractor. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel, including physician affiliates, from the provision of services hereunder upon receipt

of oral or written notice from Director, that (i) such person(s) has (have) violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

8. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician affiliates shall continue to provide services at Medical Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physician affiliates, employees, agents, and independent contractors providing services hereunder of the provision of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physician affiliates, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, it will refer the patient to the attorney referral service of those bar associations within the Los Angeles County that have such a service.

11. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the County award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, physician affiliate, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or the ongoing administration or evaluation of such services, or in any way under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing administration or evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

12. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor and its physician affiliates shall comply with all Federal, State and local laws, ordinances, rules, regulations, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, physician affiliates, or agents of such Federal, State or local laws, ordinances, rules, regulations, or directives.

14. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act,

and shall indemnify, defend, and hold harmless County, its officers, employees, physician affiliates, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees and/or physician affiliates, for which County may be found jointly or solely liable.

15. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physician affiliates performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such employees and physician affiliates performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees and physician affiliates for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged

violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

16. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

17. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No

addition to or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, employees, physician affiliates, or agents shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

19. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

21. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or

former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

22. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

23. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

24. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION :

A. Except as may be needed to affiliate medical personnel required under this Agreement, Contractor shall not delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County. Nor shall Contractor assign its rights hereunder, in whole or in part, without such County consent. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any

claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this

Agreement, including, but not limited to, any right to terminate this Agreement.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

26. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against

Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

27. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)

and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

29. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted:

Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

30. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its physician affiliates or staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

31. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

32. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physician affiliates, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physician affiliates, or independent contractors are at a County Medical Facility.

Any such attempt hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physician affiliates, or independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this

or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engage in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contract Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor.

34. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

35. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy

that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: a) the lesser number is a recognized industry standard as determined by County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that

Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

36. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's sub-contractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

37. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

pps:03/09/04
AGRECD3249.PPS

Contract No. _____

SPECIALTY MEDICAL SERVICES AGREEMENT
(Radiology Services)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,
by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and _____
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code
Sections 1441 and 1445, County has established and operates,
through its Department of Health Services, various County
hospitals, comprehensive health centers, and health centers (all
hereafter "Medical Facility" or "Medical Facilities", as
appropriate); and

WHEREAS, a large number of specialty medical services must
be available to meet the needs of sick or injured County patients
requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient
physician staff to provide all of the necessary specialty
services required for its patients; and

WHEREAS, County has further determined that the specialty
medical services to be provided hereunder are of a professional
nature, that such services are needed on a part-time or
intermittent basis, and

WHEREAS, Contractor has as its principal officer, a physician radiologist duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor has physicians, skilled in the practice of radiology who have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in a Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445 and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2009. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, physicians, or

agents fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

County may also terminate this Agreement immediately if Contractor, its officers, employees, or agents engage in, or if County has reasonable justification to believe that Contractor, or such employees or agents may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. ADMINISTRATION AND MONITORING: The Director of County's Department of Health Services, or his or her authorized designee (hereafter collectively "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations: (1) to perform its professional services

according to customary quality of care standards in the community and under this Agreement; and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator", as used in this Agreement, means Director's Medical Facility Administrator (for the facility where Contractor is to render services) or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") the right to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the specialty medical

services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said specialty medical services for the provision to County thereof. County promises, however, to use its best efforts to utilize Contractor for some services hereunder during the Agreement term. Contractor agrees to provide County during the term of this Agreement with the specialty medical services in Exhibit "A", as County may require of Contractor from time to time.

4. DESCRIPTION OF SERVICES: Contractor shall provide the specialty medical services described in Exhibit "A", attached hereto and incorporated herein by reference.

5. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit "B", attached hereto and incorporated herein by reference.

Each Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred radiologists (collectively hereafter "Contractor"). Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully

cooperate with Medical Facility in completing such records, whenever requested by Administrator to do so.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or

connected with services performed by or on behalf of Contractor pursuant to this Agreement.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services

under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employer's Liability insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

11. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the

following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Six Floor-East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Director, Contract Administration

pps:03/09/04
AGRECD3250.PPS

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor's radiologist(s) is (are) duly licensed to practice medicine in the State of California, Board certified or Board eligible in radiology and/or nuclear medicine, and will apply for and be granted consultant medical staff membership in the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring services. (A radiologist who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide radiology services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's physician affiliates must qualify to provide services there under that Facility's credentialing process.)

All radiologist(s) providing services hereunder shall have completed a minimum three (3) year residency program in radiology or nuclear medicine, as appropriate, and shall at all times meet the minimum professional qualifications defined in this Agreement.

Radiological services shall be performed only for County patients and shall be done at the written request and under the

direction of the Medical Facility's Medical Director or, if authorized by the Medical Director, the Medical Director's Chief of Radiology. Only radiologists meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Services to be performed may include, but are not necessarily limited to, the following:

A. Interpretation of general diagnostic radiology examinations involving plain films, as may be requested.

B. Performance and/or interpretation of fluoroscopy and related diagnostic imaging procedures, as may be requested.

C. Performance and/or interpretation of mammography studies, as may be requested. Contractor personnel must have the required fifteen (15) Continuing Medical Education ("CME") hours over the three (3) year residency requirement, as required by the State of California and the American College of Radiology ("ACR") to be certified for reading mammograms.

Performance of needle localization of suspected breast scan obtained on mammography, as may be requested.

D. Performance and/or interpretation of neuroradiology procedures, which may include, but is not limited to: Myelogram (lumbar, thoracic, cervical, or whole spine) and

myelogram with computed tomography ("CT"), as may be requested.

E. Performance and/or interpretation of computed tomography ("CT") and magnetic resonance ("MR") imaging (angiography and/or spectroscopy) studies, as may be requested.

F. Performance and/or interpretation of ultrasound procedures, as may be requested.

G. Performance and/or interpretation of nuclear medicine studies, as may be requested.

H. Performance and/or interpretation of pediatric and emergency radiographic examinations, as may be requested.

I. Performance and/or interpretation of angiographic and interventional radiological studies, as may be requested.

J. On-call radiology services from 5:00 pm to 8:00 am the following morning, as may be requested.

K. Twenty-four (24) hour on-call radiology services on weekends and holidays, as may be requested.

L. Professional consultation/direction to other Radiology Department staff, including technologists, supervisors, and other radiologists, as may be requested.

M. Professional consultation and guidance to referring physicians seeking evaluation of patient or patients for medical imaging services, as may be requested.

N. Development and/or performance of Quality Assurance/Quality Control activities in the Radiology Department, as may be requested.

2. CONTRACTOR'S RESPONSIBILITIES AND PROFESSIONAL

QUALIFICATIONS:

A. Recruitment:

(1) Contractor shall screen and validate each radiologist's experience and suitability to determine and assure that each such radiologist meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each radiologist candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that radiologist.

(2) Contractor shall provide Medical Facility with a Curriculum Vitae for each radiologist seeking to provide services under this Agreement. When feasible, Contractor shall make such radiologist(s) available for

personal interview(s) by County Medical Facility's staff designated by the Administrator.

B. Term of Radiologist's Assignment: Contractor's radiologist(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor radiologist to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Licenses: All radiologists providing services hereunder must be appropriately licensed by the State of California and must carry their current State license (not a copy) at all times.

All radiologists providing services hereunder shall provide County Facility with a copy of all current licenses, credentials, and/or certifications required by law for the provision of services hereunder when requested.

All radiologists providing services hereunder must meet the credentialing criteria set forth either in Medical Facility's Professional Staff Association ("PSA") by-laws or other Medical Facility's credentialing process as appropriate, prior to providing services under this Agreement. Each Medical Facility shall verify the current status of each radiologist's license, medical clearance(s),

credentials, and/or certifications, as appropriate. Medical Facility shall refuse the services any radiologist referred by Contractor if such radiologist does not meet Medical Facility's credentialing criteria and/or such radiologist's licenses, credentials, and/or certifications are not current.

In the event Medical Facility inadvertently utilizes Contractor's radiologists absent the appropriate licenses, credentials, and/or certifications, Medical Facility shall not pay for the time worked by such radiologist.

All radiologists providing services hereunder must read and sign a statement that he/she has read the Occupational Safety and Health Agency ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

D. Cardio-Pulmonary Resuscitation Certification: All radiologists providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red

Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

E. Joint Commission on the Accreditation of Healthcare Organization Standards: All radiologists providing services hereunder shall be in conformance with the in-service education requirements established by the JCAHO.

F. Department of Health Services ("DHS") Risk Management Information Handbook: All radiologists providing services hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS's malpractice policies and medical protocols prior to providing services under this Agreement.

G. Physical Examination/Immunizations: Contractor shall ensure that each radiologist who performs patient care services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform annual physical examinations, on an annual or biannual basis, as required by the JCAHO and section 70723, Title 22, California Code of Regulations and shall provide Administrator at all reasonable times, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or

vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such radiologist is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

A Contractor's radiologist not having completed one or more of the above tests may choose to obtain such tests at Medical Facility, at Contractor or the physician's expense, if such test are offered by Medical Facility. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

3. STANDARDS OF CARE:

A. All radiology services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules and directives, as well as with all applicable bylaws,

regulations, policies, procedures, rules, and directives of each Medical Facility, where Contractor's referred radiologists have professional staff association membership.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

4. PARKING SPACE: When providing services at a County Medical Facility hereunder, Contractor's physician radiologist(s) shall be furnished with an assigned parking area on the appropriate Medical Facility's premises.

EXHIBIT B
SCHEDULE OF RATES

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name of the physician who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by Director, will be returned to Contractor for correction before payment is made.

2. RATES: Contractor's rates for physician services provided under this Agreement shall be as listed below.

Contractor agrees that should any physician perform services not requested and specified in Exhibit "A", such services shall be deemed to be a gratuitous effort on the part of Contractor and the radiologist and neither Contractor nor the radiologist shall have any claim against County for such services.

Neither Contractor nor any of its radiologists shall bill any patient or third-party for services provided under this Agreement; nor shall Contractor or any radiologist accept or receive any cash payment or other compensation from or on behalf of any such patient for such services.

	<u>Service</u>	<u>Rates**</u>
1.	General diagnostic radiology: (radiographic-fluorographic, mammography, ultrasound, computed axial tomography, and nuclear medicine studies)	\$1,800 per eight (8) hour shift*; or \$ 225 per hour*
2.	Magnetic resonance imaging (MRI); interventional radiology studies; and pediatric radiology studies.	\$2,000 per eight (8) hour shift*; or \$ 250 per hour*

* Mealtime and break periods are not covered for purposes of determining time compensable under this rate schedule.

** For services payable at the hourly rate, payment for any period less than an hour shall be prorated.

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
1	Records and Audits	1
2	Confidentiality	5
3	Nondiscrimination in Services	6
4	Nondiscrimination in Employment	7
5	Licenses, Permits, Registrations, and Certificates	10
6	Rules and Regulations	10
7	Staff Performance While Under the Influence	11
8	Contractor Performance During Civil Unrest or Disaster	11
9	Unlawful Solicitation	12
10	Conflict of Interest	12
11	Covenant Against Contingent Fees	13
12	Compliance with Applicable Law	14
13	Fair Labor Standards	14
14	Employment Eligibility Verification	15
15	Notice to Employees Regarding the Federal Federal Income Credit	16
16	Restrictions on Lobbying	16
17	County Lobbyists	16
18	Merger Provision	17
19	Severability	17

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
20	Contractor's Willingness to Consider County's Employees for Employment	17
21	Consideration of County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment	18
22	County's Quality Assurance Plan	18
23	Prohibition Against Assignment and Delegation	19
24	Service Delivery Site - Maintenance Standards	21
25	Termination for Improper Consideration	21
26	Contractor's Warranty of Adherence to County's Child Support Compliance Program	22
27	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	23
28	Contractor's Acknowledgment of County's Commitment to Support Child Support Enforcement	23
29	Contractor's Exclusion from Participation in a Federally Funded Program	24
30	Interpretation	25
31	Prohibition Against the Recruitment of County Employees	25
32	Contractor Responsibility and Debarment	25
33.	Compliance with Health Insurance Portability And Accountability Act of 1996	28
34.	Compliance with Jury Service Program	29

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Title</u>	<u>Page No.</u>
35.	Safely Surrendered Baby Law	32
36.	Use of Recycled-Content Paper	33

ADDITIONAL PROVISIONS

SPECIALTY MEDICAL SERVICES AGREEMENT
(Radiology Services)

1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred radiologists. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for

under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar

liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall

indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damages, liability and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, or agents.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race,

color, religion, national origin, ancestry, sex, age or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other

forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-

discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code Section 1671 as liquidated damages.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph F above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph F above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to ensure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES :

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physician radiologists and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently

withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's radiologist(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or

other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physician radiologists, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physician radiologists, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers, physician radiologists, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or

employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, physician radiologists, employees or agents of such Federal, State or local laws, ordinances, rules, regulations or directives.

13. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents from any and all liability

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's physician radiologists or employees for which County may be found jointly or solely liable.

14. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physician radiologists performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

17. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. MERGER PROVISION: The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, physician radiologists, employees or agents shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

22. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place

performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Except as may be needed to affiliate medical personnel required under this Agreement, Contractor shall not delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County. Nor shall Contractor assign its rights hereunder, in whole or in part, without such County consent. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be

subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS :

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

25. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and

shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

27. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

28. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted:

Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

29. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

30. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

31. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physician radiologists, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physician radiologists, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physician radiologists, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires

information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engage in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor.

33. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

34. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy

that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that

Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

35. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's sub-contractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

36. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

pps:03/09/04
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